

# TERMS & CONDITIONS for Domains registered in the .NA Domain Name Space

The undersigned,

<b>.NA-NiC</b>	
Organization	Namibian Network Information Centre
Legal Form	Close Corporation
Registered With	Registrar of Companies, Windhoek, Namibia
Registration Number	CC/99/938
Registered Office	18 Strand Str, Swakopmund, Namibia
Postal Address	PO Box 1342, Swakopmund, Namibia
Banking Details	Commercial Bank of Namibia, Swakopmund, Branch Code: 105272, SWIFT Code: CBONNANX, AccNos: 1052025188 or 2052037047

and

<b>Applicant</b>	
Domain Name	
Organization	
Legal Form	
Registered With	
Registration Number	
Registered Office	
Postal Address	

agree as follows:

1. AGREEMENT. In this Service Agreement ("Agreement") "you", "your" and "Applicant" refer to each customer and "we", "us" and "our" refer to Namibian Network Information Centre, (cc) (".NA-NiC"). This Agreement explains our obligations to you, and explains your obligations to us for various Namibian Network Information Centre services. By selecting our Namibian Network Information Centre service(s) you have agreed to establish an account with us for such services. When you use your account or permit someone else to use it to purchase or otherwise acquire access to additional Namibian Network Information Centre service(s) or to cancel your Namibian Network Information Centre service(s) (even if we were not notified of such authorization), this Agreement covers such service or actions. By using the service(s) provided by .NA-NiC under this Agreement, you acknowledge



that you have read and agree to be bound by all terms and conditions of this Agreement and any pertinent rules or policies and pricelists that are or may be published by .NA–NiC.

2. **FEES, PAYMENT AND TERM.** As consideration for the services you have selected, you agree to pay Namibian Network Information Centre the applicable service(s) fees.

All fees payable hereunder are non–refundable. As further consideration for the Namibian Network Information Centre service(s), you agree to:

- a. provide certain current, complete and accurate information about you as required by the registration process and
- b. maintain and update this information as needed to keep it current, complete and accurate.

All such information shall be referred to as account information ("Account Information"). You hereby grant .NA–NiC the right to disclose to third parties such Account Information.

3. **MODIFICATIONS TO AGREEMENT.** You agree, during the period of this Agreement, that we may:

- a. revise the terms and conditions of this Agreement; and
- b. change the services provided under this Agreement at any time.

Any such revision or change will be binding and effective immediately on posting of the revised Agreement or change to the service(s) on .NA–NiC's homepages, or on notification to you by e–mail or NamPost mail. You agree to review .NA–NiC's homepages, including the Agreement, periodically to be aware of any such revisions. If you do not agree with any revision to the Agreement, you may terminate this Agreement at any time by providing us with notice by e–mail or NamPost mail at the addresses listed on the cover page of this Agreement. Notice of your termination will be effective on receipt and processing by us. You agree that, by continuing to use the Namibian Network Information Centre services following notice of any revision to this Agreement or change in service(s), you agree to abide by any such revisions or changes.

4. **DOMAIN NAME DISPUTE POLICY.** If you reserved or registered a domain name through us you agree to be bound by the current Domain Name Dispute Policy ("Uniform Dispute Policy") adopted by the Internet Corporation for Assigned Names and Numbers ("ICANN") which is incorporated herein and made a part of this Agreement by reference. The current version of the Uniform Dispute Policy may be found at ICANN's web site at <http://www.icann.org/udrp/udrp.htm>. Please take the time to familiarize yourself with such policy.
5. **DOMAIN NAME DISPUTE POLICY MODIFICATIONS.** You agree that we, in our sole discretion, may modify our Dispute Policy at any time. You agree that, by maintaining the reservation or registration of your domain name after modifications to the Dispute Policy become effective, you have agreed to these modifications. You acknowledge that if you do not agree to any such modifications, you may request that your domain name be deleted from the domain name database.
6. **DOMAIN NAME DISPUTES.** You agree that, if the registration or reservation of your domain name is challenged by a third party, you will be subject to the provisions specified in the Dispute Policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy.
7. **AGENTS.** You agree that, if an agent for you (i.e., an Internet Service Provider, employee, etc.) purchased our Namibian Network Information Centre service(s) on your behalf, you are nonetheless bound as a principal by all terms and conditions herein, including the Dispute Policy.



8. **ANNOUNCEMENTS.** We reserve the right to distribute information to you that is pertinent to the quality or operation of our services and those of our service partners. These announcements will be predominately informative in nature and may include notices describing changes, upgrades, new products or other information to add security or to enhance your identity on the Internet.
9. **LIMITATION OF LIABILITY.** You agree that our entire liability, and your exclusive remedy, with respect to any Namibian Network Information Centre services(s) provided under this Agreement and any breach of this Agreement is solely limited to the amount you paid for such service(s). .NA–NiC and its contractors shall not be liable for any direct, indirect, incidental, special or consequential damages resulting from the use or inability to use any of the Namibian Network Information Centre services or for the cost of procurement of substitute services. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states, our liability is limited to the extent permitted by law. We disclaim any and all loss or liability resulting from, but not limited to:
- a. loss or liability resulting from access delays or access interruptions;
  - b. loss or liability resulting from data non–delivery or data mis–delivery;
  - c. loss or liability resulting from acts of God;
  - d. loss or liability resulting from the unauthorized use or misuse of your Account Number or Password;
  - e. loss or liability resulting from errors, omissions, or misstatements in any and all information or services(s) provided under this Agreement;
  - f. loss or liability relating to the deletion of or failure to store e–mail messages; and
  - g. loss or liability resulting from the development or interruption of your Web site.
10. **INDEMNITY.** You agree to release, indemnify, and hold .NA–NiC, its contractors, agents, employees, officers, directors, partners and affiliates harmless from all liabilities, claims and expenses, including attorney's fees, of third parties relating to or arising under this Agreement, the Namibian Network Information Centre services provided hereunder or your use of the Namibian Network Information Centre services, including without limitation infringement by you, or someone else using Namibian Network Information Centre Services with your computer, of any intellectual property or other proprietary right of any person or entity, or from the violation of any .NA–NiC operating rule or policy relating to the service(s) provided. You also agree to release, indemnify and hold us harmless pursuant to the terms and conditions contained in the Dispute Policy. When .NA–NiC is threatened with suit by a third party, .NA–NiC may seek written assurances from you concerning your promise to indemnify .NA–NiC; your failure to provide those assurances may be considered by .NA–NiC to be a breach of your Agreement.
11. **BREACH.** You agree that failure to abide by any provision of this Agreement, any .NA–NiC operating rule or policy or the Dispute Policy, may be considered by us to be a material breach and that we may provide a written notice, describing the breach, to you. If within thirty (30) calendar days of the date of such notice, you fail to provide evidence, which is reasonably satisfactory to us, that you have not breached your obligations under the Agreement, then we may delete the registration or reservation of your domain name without further notice. Any such breach by you shall not be deemed to be excused simply because we did not act earlier in response to that, or any other breach by you.
12. **NO GUARANTY.** You agree that, by registration or reservation of your chosen domain name, such registration or reservation does not confer immunity from objection to either the registration, reservation, or use of the domain name.
13. **DISCLAIMER OF WARRANTIES.** You agree and warrant that the information that you provide to us to register or reserve your domain name or register for other



Namibian Network Information Centre service(s) is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided to us in a timely manner according to the modification procedures in place at that time. You agree that your use of our Namibian Network Information Centre service(s) is solely at your own risk. You agree that such service(s) is provided on an "as is," "as available" basis.

NAMIBIAN NETWORK INFORMATION SERVICES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. .NA-NiC MAKES NO WARRANTY THAT THE NAMIBIAN NETWORK INFORMATION CENTER SERVICE(S) WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE(S) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE.; NOR DOES .NA-NiC MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE(S) OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH NAMIBIAN NETWORK INFORMATION CENTER SERVICES OR THAT DEFECTS IN THE NAMIBIAN NETWORK INFORMATION CENTER SERVICE(S) SOFTWARE WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM .NA-NiC SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. **REVOCAION.** You agree that we may delete your domain name or terminate your right to use other Namibian Network Information Centre service(s) if the information that you provided to register or reserve your domain name or register for other Namibian Network Information Centre service(s), or subsequently to modify it, contains false or misleading information, or conceals or omits any information we would likely consider material to our decision to register or reserve your domain name.
15. **RIGHT OF REFUSAL.** We, in our sole discretion, reserve the right to refuse to register or reserve your chosen domain name or register you for other .NA-NiC service(s), or to delete your domain name within thirty (30) calendar days from receipt of your payment for such services. In the event we do not register or reserve your domain name or register you for other .NA-NiC service(s), or we delete your domain name or other .NA-NiC service(s) within such thirty (30) calendar day period, we agree to refund your applicable fee(s). You agree that we shall not be liable to you for loss or damages that may result from our refusal to register or reserve, or delete your domain name or register you for other .NA-NiC service(s).
16. **SEVERABILITY.** You agree that the terms of this Agreement are severable. If any term or provision is declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.
17. **GOVERNING LAW.** You agree that this Agreement shall be governed in all respects by and construed in accordance with the laws of the Republic of Namibia, excluding its conflict of laws rules. You and we each submit to exclusive subject matter jurisdiction, personal jurisdiction and venue of the Magistrate Court for the District of Swakopmund, Namibia. If there is no jurisdiction in the Magistrate Court for the District of Swakopmund, then jurisdiction shall be in the High Court of the Republic of Namibia, Windhoek, Namibia.
18. **INFANCY.** You attest that you are of legal age to enter into this Agreement.



19. ENTIRETY. You agree that this Service Agreement, the rules, policies, and pricelist published by .NA–NiC and the Dispute Resolution Policy are the complete and exclusive agreement between you and us regarding all Namibian Network Information Centre services. This Agreement and the Dispute Policy supersede all prior agreements and understandings, whether established by custom, practice, policy or precedent.

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For the Applicant

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For .NA–NiC

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Swakopmund, Date

